

AMENDMENT TO THE
MICHIGAN STATE EMPLOYEE ASSOCIATION (MSEA)
and the
OFFICE OF THE STATE EMPLOYER
COLLECTIVE BARGAINING AGREEMENT

The Collective Bargaining Agreement between the Michigan State Employees Association (MSEA) and the Office of the State Employer (OSE) for the Labor and Trades and Safety and Regulatory Units, which was approved by the Michigan Civil Service Commission on December 19, 2007, is hereby amended as follows:

1. The collective bargaining agreement is extended. Non-compensation provisions will continue through December 31, 2011 and compensation provisions will continue through September 30, 2012. Secondary agreement provisions will continue through December 31, 2011.
2. In the event an across the board wage increase for FY 12 is voluntarily agreed to during negotiations in 2010 with the UAW, MCO, SEIU, or AFSCME, and approved the Civil Service Commission, upon request of the Union on or before March 1, 2011, negotiations for an across the board increase for FY 12 will be reopened no later than April 1, 2011.
3. For the duration of this agreement, when the Employer determines to achieve savings through the use of temporary layoffs, such temporary layoffs scheduled by the Employer shall not exceed 12 days per fiscal year. If the savings are not sufficient from those twelve (12) days, the parties may, by mutual agreement, use Banked Leave Time (BLT) to meet the required savings. If the savings still are not sufficient, the parties will work together to attempt to meet the required savings through voluntary temporary layoffs. If voluntary temporary layoff savings are not sufficient, indefinite layoffs will be used to achieve the required savings.
4. Upon ratification by the Union and approval by the Civil Service Commission, the New State Health Plan (see attached) will be effective for new employees hired into the bargaining units on or after April 1, 2010. The Employer will pay 80% of the premium, and the enrolled employee shall pay 20% of the premium for the New State Health Plan. The HMO available for new employees hired into the bargaining units on or after April 1, 2010 will have office visit, emergency room, and retail and mail order prescription co-pays that mirror those in the New State Health Plan. The Employer will pay 85% of the HMO premium up to the amount paid for the same coverage code under the New State Health Plan. The Employer agrees to explore possible ways to offer HMO enrollment opportunities to employees residing at locations where they are currently unavailable. Permanent-intermittent and seasonal employees who had worked for the state any time prior to April 1, 2010, who do not have a 'break in service,' shall not be considered new employees.

5. The first paragraph of Article 11, Section A is amended to provide as follows:

"A. Seniority Definitions.

"For the purposes indicated below, except as limited by Section D below, seniority shall consist of the total number of continuous service hours of an employee in the State classified service including military service time earned prior to appointment to the State classified service, and service in any excepted or exempted position in State government which preceded entry into the State classified service. Continuous hours shall be recorded in the Human Resources Management Network (HRMN) continuous service hours counter, except that it shall not include the following:"

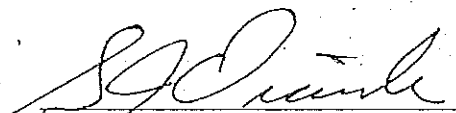
6. The following paragraph is added to Article 11, Section D as the final paragraph in that section:

"For purposes of layoff, bumping, recall, overtime and transfer, the seniority of excluded employees and non-represented eligible employees, who enter these Bargaining Units, subsequent to the effective date of this Amendment, shall be limited to those hours accrued within these Units."

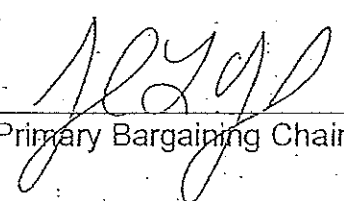
7. For the duration of this agreement, information will be gathered relative to Article 13 for use by the parties during negotiation for a successor agreement. The departments will report to OSE, and OSE will report to MSEA, the top three (3) applicants for transfer under Article 13 including identification of the employee awarded the transfer and their order in seniority.

8. This Amendment shall be effective upon approval by the Civil Service Commission following ratification by the MSEA membership and shall expire in accordance with #1 above.

FOR THE UNION

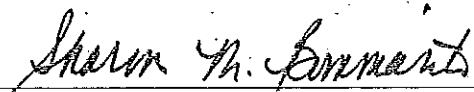
 4-26-10

President Date

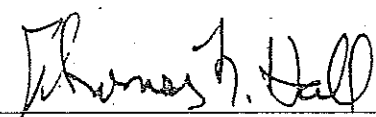
 26 Apr 10

Primary Bargaining Chair Date

FOR THE OFFICE OF THE EMPLOYER

 4-26-10

Director Date

 4/26/2010

Deputy Director Date

New Hire State Health Plan PPO and New Hire HMO Designs

4/21/2010

	Current SHP PPO	New Hire SHP PPO	Current HMO	New Hire HMO
Employer Premium Share	90%	80%	95% of the premium up to the amount paid for the same coverage code under the SHP PPO	85% of the premium up to the amount paid for the same coverage code under the SHP PPO
Prescription Drug Copays	R-\$10/\$20/\$40 M-\$20/\$40/\$80	R-\$10/\$30/\$60 M-\$20/\$60/\$120	R-\$5/\$10 M-\$10/\$20	R-\$10/\$30/\$60 M-\$20/\$60/\$120
<u>In-network:</u>				
Preventive Limit	\$ 1,500	\$ 1,500	na	na
Deductible (not applied to Out-of-Pocket Maximum)	\$300 / \$600 Not Applied to OOPM	\$400 / \$800 Not Applied to OOPM	na	na
Office Visit Co-pay	\$15	\$20	\$10	\$20
Emergency Room Co-pay (if not admitted)	\$50	\$200	\$50	\$200
Co-insurance	0% after Ded	10% after Ded	na	na
Out-of-Pocket Maximum (%)	\$1000 / \$2000	\$1500 / \$3000	na	na
<u>Out-of-network:</u>				
Preventive Limit	Not Covered	Not Covered		
Deductible (not applied to Out-of-Pocket Maximum)	\$600 / \$1200 Not Applied to OOP	\$800 / \$1600 Not Applied to OOP		
Office Visit Co-pay	10% after Ded	20% after Ded		
Emergency Room Co-pay (if not admitted)	\$50	\$200		
Co-insurance	10% after Ded	20% after Ded		
Out-of-Pocket Maximum (%)	\$2000 / \$4000	\$3000 / \$6000		

Copay - A copay is the flat dollar fee which is paid on services that do not require the deductible to first be met. Examples of such services that require a copay are office visits, emergency room visits, and prescription drugs. Copay amounts do not count towards a member's deductible nor their out-of-pocket maximum.

Coinsurance - After the member meets their deductible, the coinsurance is the portion whereby the member and the state both share the costs incurred. Under the New SHP PPO, the member will be responsible for 10% of their in-network services after they have met their in-network deductible.

Deductible - The deductible is the amount the member must pay before the State shares in paying the cost. The deductible is not applied to services with a flat dollar copay such as an office visit.

Out-of-Pocket Maximum - The maximum amount a member will have to pay in coinsurance.